1896-038 Chancery Causes: W. F. Hobbs & wife vs. Ira G. Sprinkle &c
Lee Co.

Parsons, Russell, Jessee

CA - Contract Dispute
T - Property
Vices

See also 1897-006 F. E. Parsons vs Ellen Jessee &c

EVERETT WADDEY CO.
RICHMOND, VA.

Virginia,

To the Hon. W. T. Miller,
Judge of the Circuit Court of Lee Co.:

Your complainants, W. F. Hobbs & Margarette Hobbs his wife, state unto the Court as follows:

That on the day of one M. E. Parsons, now deceased, for the consideration of $300.00 sold and agreed to convey to the said W. F. Hobbs a certain tract of land lying in Lee county, Virginia, supposed to contain about 21 or 22 acres, as will more fully appear by the contract evidencing the said sale, which is filed herewith as part hereof marked "Exhibit 1";*

That complainants at once moved upon the said land, and have ever since been and are now living thereon and in the actual possession thereof;

That said M. E. Parsons departed this life on the 17th day Feb., 1894, and at the time of the death of the said M. E. Parsons the said W. F. Hobbs had fully paid the purchase money for the said tract with the exception of ten or eleven

* by which said sale and contract said W. F. Hobbs became entitled to the immediate possession of said land.

dollors;

That several years prior to the death of the said Parsons he had intermarried with a daughter of complainants, Fronie E. Hobbs;

That the said Parsons died intestate and left a large amount of property, both real and personal; that the children of the said Parsons by a former wife refused to assign the said F. E. Parsons dower; and shortly after the death of the said M. L. Parsons the said F. E. Parsons instituted a suit in chancery in the Circuit Court of Lee Co. for the purpose of having her dower assigned to her, against the children of the said M. L. Parsons, and against J. L. Jesse and H. L. Russell, who had married with two of the daughters of the Parsons; that immediately after the bringing of the said suit, and while the same was pending, the said children and the said Russell & Jesse, with intent to intimidate the said F. E. Parsons and to defraud

her out of her dower rights,
and to coerce her into releas-
ing the same, and for the
purpose of compelling your
complainants to release and
convey to them the land
aforesaid, circulated and pub-
lished ~~certain~~ divers false
and scandalous charges con-
cerning said F. E. Parsons and
said W. F. Hobbs and threatened
to have the said F. E. Parsons
and the said W. F. Hobbs arrest-
ed and prosecuted therefor,
and did actually set on
foot and prosecute several
criminal proceedings against
the said F. E. Parsons and W. F.
Hobbs for said alleged crimes
and misdemeanors, that
among other things they charged
that the said M. E. Parsons had
had illicit intercourse with
the said F. E. Parsons before
their marriage, and that he
had gotten her with child,
and that in order to con-
ceal their crime, said M. E.
Parsons and F. E. Parsons had
been guilty of the crime of
abortion whereby said sup-
posed child was murdered

and disposed of, and they threatened to have the said F. E. Parsons prosecuted and sent to the penetentiary for said alleged crime of abortion, although the said charge was wholly false and malicious, and they the said Russell and Jesse and said other hands well knew the same to be false and malicious; they also charged that the said F. E. Parsons and W. F. Hobbs had been guilty of stealing corn belonging to the administrators of the said M. E. Parsons, and caused them to be arrested on the said charge and carried before a Justice of the Peace and held over by him to appear before a Grand Jury of Lee county; that the said charge was wholly false, and the said Grand Jury, after hearing the evidence of the witnesses for the prosecution refused to find an indictment thereon, and the said Russell and Jesse and the said children well knew the same to be false and malicious; they also

EVERETT WADDEY CO.
RICHMOND, VA.

charged that the said W. F. Hobbs had been guilty of the larceny of a certain horse colt from one Ernest Conner, and also of a certain cow from the said M. E. Parsons during his life time; that these charges were wholly false and malicious and were known so to be by the said children and the said Russell & Jesse, yet they nevertheless caused the said W. F. Hobbs to be arrested thereon bound over to appear before a Justice of the Peace to answer the same;

~~That by the means aforesaid~~

That the said children and the said Russell & Jesse stood to the said F. E. Parsons that if she would release her said dower interest for a nominal sum they would drop all the said prosecutions, but that otherwise they would prosecute the same to the bitter end and send both the said W. F. Hobbs and the said F. E. Parsons to the penitentiary; that the said F. E. Parsons and the said W. F. Hobbs

well knew that they were in no
danger provided justice were
done; but they were poor and
without influence and felt
that they would stand but
a poor show in a contest with
the said children & the said
Russell & Jessee, who were rich
and influencial people, &
moreover, the said F. E. Parsons
& W. F. Hobbs had been informed
and believed that the said
children and the said Russell
and Jessee had procured certain
false testimony against them
on the said charges;

Under these circumstances,
and by the threats, coercion &
duress aforesaid, the said F. E.
Parsons was induced to and
did on the 12th day of July '95;
executed a paper by which she
for the alleged consideration of ten
hundred and seventy-five
dollars, released her said
dower interests, although
the same was reasonably worth
six or seven thousand dol-
lars; that this paper was ex-
ecuted late at night of
July 12th, and the said W. F.
Hobbs had been given to

understood that nothing more would be required of him, but the said Russell & Jesse, nevertheless, immediately thereafter informed him that he must also, together with his wife, make to them a deed conveying to them the lands aforesaid, and that if they did not do so the said prosecutions would be continued; that under these circumstances, your complainants, both on the night of July 12th signed a deed by which they conveyed the said land to the said Russell & Jesse, a copy of which is filed herewith as part hereof marked "Exhibit 2."; that the consideration expressed in said deed is $300.00 and the receipt of this amount is acknowledged in said deed; but nevertheless said grantees paid complainants in money only $32.50 and also ~~d~~ paid a debt of $17.00 which said W. F. Hobbs owed to one Jasper Witt and claimed that they would as administrators of said M. E. Parsons cancel a debt of $150.00 which said W. F. Hobbs owed said M. E. Parsons Estate for some mules, so that at best complainants

have received for said land only the sum of $199.50 and the recital in said deed that $300.00 was paid in cash is untrue.

Complainants state further that said after buying said land they built a house and stable thereon and put out an orchard and made other improvements thereon and that it was at the date of said deed well worth the sum of $400.00 or more, and that complainants wishes to keep said place as a home and do not wish to dispose thereof and would not under any circumstances have sold the same for said sum of $300.00 but for the intimidation, duress fraud and coercion aforesaid, and that they are advised that the said deed should be set aside cancelled and held for naught.

Complainants state further, that neither the said W. C. Parsons nor his wife have ever made the said Hobbs a deed for the said land, and that they are advised that the said Hobbs is now entitled to a deed therefor, that the children and heirs

a suit that the said children refuse to accept the

EVERETT WADDEY CO.
RICHMOND, VA.



of the said M. E. Parsons by his first wife are as follows; to wit: M. E. Russell, the wife of Henry P. Russell, Ellen Jessee, the wife of said P. E. Jessee, Rebecca Parsons & Geo. W. Parsons, and that his children by this said second wife, to wit; F. E. Parsons, and Wheeler P. and Bessie A. Parsons; the said Rebecca, Wheeler P. & Bessie A. being infants.

Complainants further state that they are informed, believe and charge that the said Russell & Jessee have conveyed the said land to one Ira G. Spinkle, and that the said Spinkle has no other claim to the said land, but that he has nevertheless brought a writ of unlawful detainer against the complainants for the said land, returnable to the first day of the June term, 1896, of this Honorable court, and that the said Spinkle will, unless enjoined, prosecute the said writ and oust your complainants from the possession of the said land. Your complainants

to the proceedings in which they are herein referred to as part thereof.

charge that they believe the conveyance from said Russell & Jessee to be purely fictitious, & made for the purpose of enabling the said Spinkle to claim that he is an innocent purchaser of said land, and that as a matter of fact the said Russell & Jessee are the real plaintiffs in the said suit of "Unlawful Detainer"; but however this may be, Complainants state that the said Spinkle at & before he obtained the said deed had full notice of your Complainants' claim for said land, and knew that they were in possession thereof, and can in no sense be considered an innocent purchaser of the same.

Complainants state further that they are ready, able and willing, whenever the Court may require, to pay the Ten or eleven dollars purchase money due from the said Hobbs on the said land, and to pay to the said Russell & Jessee the sums which they have paid to them for the

deed aforesaid. They state, however, that the estate of the said W. L. Parsons is largely indebted to said W. F. Hobbs to wit in about the sum of $175.00 for work, labor, &c., performed, &c., for which there is now a suit pending in this Hon. Court brought by said W. F. Hobbs against said Russell & Jesse the administrators, and that in justice & equity if the prayer of your complainants is allowed, complainants ought not to be required to repay the said $150.00, but this sum should be credited on the amount which said estate owes the said Hobbs;

Whereupon complainants pray that the said Ira G. Spinks, Henry F. Russell, M. E. Russell, his wife, J. L. Jesse, Ellen Jesse, his wife, Rebecca Parsons, Geo. W. Parsons, F. E. Parsons, Minnie O. Parsons and Bessie N. Parsons be made parties defendants to this Bill, & required to answer the same, but not under oath the oath being specially waived; that a guardian ad litem be appointed for the said infant defendants; that the said

Ira G. Sprinkle be enjoined & prohibited from further proceeding with the said unlawful detainer until the final determination of the matters herein set forth and that upon a final hearing thereof he be perpetually enjoined from proceeding therewith; that the aforesaid deed from your complainants to the said Russell & Lesser be set aside cancelled & held for naught; that the children and heirs of the said M. E. Parsons be enjoined to convey the said land to the said W. F. Hobbs, & for their costs, and such other, further and general relief as the equity of this case may require. And they will ever pray, &c..

W. H. Hobbs.

E. H. R. Ewing
Buckett & Kelly
his Counsel.

Virginia,

Lee County, Towit;

I, E. H. R. Ewing, a notary Public in and for the county and state aforesaid, do hereby certify that W. F. Hobbs, whose

name is signed to the fore-
going Bill, this day appeared
before me in my county afore-
said and made oath
that the statements contained
in the said Bill, made as of
his own knowledge are true,
and those made from in-
formation derived from
others, he believes to be true.

Given under my hand
this June 1, 1876.

E. H. R. Ewing
Notary Public

W. F. Hobbs et al

v. } Bill.

Ira G. Spinkle
et al

Filed in open Court
by leave thereof June
the 1st 1896
A B Munnell Clerk